

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

1. JACK EVERETT,)	
2. CASSIE EVERETT,)	
)	
Plaintiffs,)	
)	
v.)	Case No. CIV-17-1113-M
)	
1. SHELTER MUTUAL INSURANCE)	
COMPANY, a foreign for-profit insurance)	
corporation,)	
)	
Defendant.)	

COMPLAINT

A. Parties

1. Plaintiffs, Jack Everett and Cassie Everett, are each citizens of Payne County in the State of Oklahoma.

2. Defendant, Shelter Mutual Insurance Company, is a foreign, for-profit insurance corporation incorporated and organized under the laws of the State of Missouri.

3. The principal place of business for Defendant, Shelter Mutual Insurance Company, is within the State of Missouri.

4. The Defendant, Shelter Mutual Insurance Company, is licensed to conduct business in the State of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

5. This action is not related to any other case filed in this court.

B. Jurisdiction

6. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §1332 as there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

C. Facts

7. At all times material hereto, Plaintiffs, Jack Everett and Cassie Everett, owned a house located at 906 East Second Street in Cushing, Oklahoma.

8. On or about November 6, 2016, as a result of an earthquake, Plaintiffs' property sustained interior and exterior damages.

9. At all times material hereto, the Plaintiffs, Jack Everett and Cassie Everett, were insured under the terms and conditions of insurance policy, policy No. 35-73-4694729-12 issued by the Defendant, Shelter Mutual Insurance Company.

10. At all times material hereto, Plaintiffs, Jack Everett and Cassie Everett, complied with the terms and conditions of their insurance policy.

11. Plaintiffs' damages, which occurred on or about November 6, 2016, are covered pursuant to the terms and conditions of the policy issued by the Defendant, Shelter Mutual Insurance Company.

D. Count I: Breach of Contract

12. Plaintiffs, Jack Everett and Cassie Everett, hereby assert, allege and incorporate paragraphs 1-11 herein.

13. The property insurance policy, policy No. 35-73-4694729-12, issued by the Defendant, Shelter Mutual Insurance Company, was in effect on November 6, 2016.

14. The acts and omissions of the Defendant, Shelter Mutual Insurance Company, in the investigation, evaluation, and denial of Plaintiffs' claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought.

15. Defendant's breach of contract includes, but is not limited to, the failure to properly indemnify Plaintiffs for covered interior and exterior damages to their property.

E. Count II: Bad Faith

16. Plaintiffs, Jack Everett and Cassie Everett, hereby assert, allege and incorporate paragraphs 1-15 herein.

17. The above mentioned acts and omissions of the Defendant, Shelter Mutual Insurance Company, in the investigation, evaluation, and denial of Plaintiffs' claims were unreasonable and constitute bad faith for which contractual and extra-contractual damages are hereby sought.

18. Defendant's unreasonable, bad faith conduct includes, but is not limited

to, an unreasonable investigation, evaluation, and adjustment of Plaintiffs' claim which resulted in an improper underpayment for Plaintiffs' covered loss. Defendant disregarded obvious evidence which supported coverage for the Plaintiffs' interior and exterior damages which were caused by an earthquake.

F. Count III Punitive Damages

19. Plaintiffs, Jack Everett and Cassie Everett, hereby assert, allege and incorporate paragraphs 1-18 herein.

20. The unreasonable conduct of the Defendant, Shelter Mutual Insurance Company, in the handling of Plaintiffs' claim was intentional, willful, wanton, and was committed with a reckless disregard for the rights of the Plaintiffs for which punitive damages are hereby being sought.

G. Demand for Jury Trial

21. The Plaintiffs, Jack Everett and Cassie Everett, hereby request that the matters set forth herein be determined by a jury of their peers.

H. Prayer

22. Having properly pled, Plaintiffs, Jack Everett and Cassie Everett, hereby seek contractual, bad faith and punitive damages against the Defendant, Shelter Mutual Insurance Company, all in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/ Michael D. McGrew

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